

# GIEGER, LABORDE & LAPEROUSE, L.L.C.

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<sup>2</sup> ALSO ADMITTED IN TEXAS

<sup>3</sup> ALSO ADMITTED IN MISSISSIPPI

<sup>4</sup> ONLY ADMITTED IN TEXAS

<sup>5</sup> ALSO ADMITTED IN COLORADO

<sup>6</sup> ALSO ADMITTED IN NEW YORK

AND WASHINGTON, D.C.

March 18, 2014

**By Hand Delivery**

United States Department of the Interior  
Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard (Mail Stop GM 231A)  
New Orleans, Louisiana 70123-2394

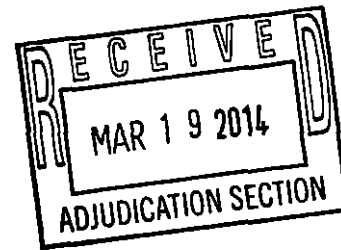
Attention: Mr. Lenny Coats  
Supervisor, Adjudication Unit

Re: Non-Required Filing

Dear Mr. Coats:

Enclosed herewith please find two (2) executed copies of each of the ten (10) instruments ("**Recorded Documents**") specified below to be placed into the "non-required" records maintained by your office for each of the federal offshore leases and OCS right-of-ways listed below. Please **date-stamp** and **file** each of the Recorded Documents **in the consecutive order listed below** and under the categories specified below. Also enclosed in connection with this request are pay.gov receipts evidencing payment of the required filing fees. The Recorded Documents to be filed are as follows:

1. Partial Release, dated effective March 1, 2014, by The Bank of New York Mellon Trust Company, N.A., Trustee and Collateral Agent, as Collateral Agent, and Black Elk Energy Offshore Operations, LLC, as Mortgagor. [**Category 2 – Release of Mortgages and Liens**]
2. UCC-3 Financing Statement Amendment to Initial Financing Statement File No. 38-11-1450, by Black Elk Energy Offshore Operations, LLC, as Debtor, and The Bank of New York Mellon Trust Company, N.A., Trustee and Collateral Agent, as Collateral



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Agent, as Secured Party. **[Category 3 – UCC Filings and Financial Statements]**

3. UCC-3 Financing Statement Amendment to Initial Financing Statement File No. 38-13-1754, by Black Elk Energy Offshore Operations, LLC, as Debtor, and The Bank of New York Mellon Trust Company, N.A., Trustee and Collateral Agent, as Collateral Agent, as Secured Party. **[Category 3 – UCC Filings and Financial Statements]**
4. Partial Release, dated effective March 1, 2014, by BAM Administrative Services LLC, as Administrative Agent, and Black Elk Energy Offshore Operations, LLC, as Mortgagor. **[Category 2 – Release of Mortgages and Liens]**
5. UCC-3 Financing Statement Amendment to Initial Financing Statement File No. 38-10-2098, by Black Elk Energy Offshore Operations, LLC, as Debtor, and BAM Administrative Services LLC, as Administrative Agent, as Secured Party. **[Category 3 – UCC Filings and Financial Statements]**
6. UCC-3 Financing Statement Amendment to Initial Financing Statement File No. 38-11-2338, by Black Elk Energy Offshore Operations, LLC, as Debtor, and BAM Administrative Services LLC, as Administrative Agent, as Secured Party. **[Category 3 – UCC Filings and Financial Statements]**
7. Partial Release, dated effective March 1, 2014, by W & T Offshore, Inc, as Mortgagee, and Black Elk Energy Offshore Operations, LLC, as Mortgagor. **[Category 2 – Release of Mortgages and Liens]**
8. UCC-3 Financing Statement Amendment to Initial Financing Statement File No. 38-09-1463, by Black Elk Energy Offshore Operations, LLC, as Debtor, and W&T Offshore, Inc., as Secured Party. **[Category 3 – UCC Filings and Financial Statements]**
9. UCC-3 Financing Statement Amendment to Initial Financing Statement File No. 12-317092, by Black Elk Energy Offshore Operations, LLC, as Debtor, and W&T Offshore, Inc., as Secured Party. **[Category 3 – UCC Filings and Financial Statements]**
10. Assignment, Conveyance and Bill of Sale, dated effective March 1, 2014, from Black Elk Energy Offshore Operations, LLC, as Assignor, in favor of SandRidge Energy Offshore, LLC. **[Category 7 – Contracts, Agreements, and Conveyances]**

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Please file the Recorded Documents in the records maintained for each of the OCS leases listed below:

Ref.	OCS Number	Area/Block
1.	OCS 0367	West Delta 32
2.	O.C.S. 0438	Eugene Island 175
3.	O.C.S. 0479	Eugene Island 53
4.	OCS-G 01067	West Delta 32
5.	OCS-G 01332	West Delta 32
6.	OCS-G 01860	West Cameron 35, West Cameron 66
7.	OCS-G 2393	High Island A-573
8.	OCS-G 02600	South Marsh Island 281
9.	OCS-G-2721	High Island A-595
10.	OCS-G-2722	High Island A-596
11.	OCS-G 2750	High Island A-365
12.	OCS-G 2754	High Island A-376
13.	OCS-G-2757	High Island A-382
14.	OCS-G 02819	West Cameron 35
15.	OCS-G 2825	West Cameron 65
16.	OCS-G-2826	West Cameron 66
17.	OCS-G 03251	West Cameron 34
18.	OCS-G 03256	West Cameron 67
19.	OCS-G 3811	Eugene Island 108
20.	OCS-G 4000	South Timbalier 53
21.	OCS-G 4421	Vermilion 78
22.	OCS-G 06884	Viosca Knoll 780
23.	OCS-G 13645	West Delta 122
24.	OCS-G 13673	Viosca Knoll 779
25.	OCS-G 13943	Grand Isle 110
26.	OCS-G 13944	Grand Isle 116
27.	OCS-G 14456	South Marsh Island 280
28.	OCS-G 15241	Eugene Island 107
29.	OCS-G 15242	Eugene Island 118
30.	OCS-G 15436	Viosca Knoll 824
31.	OCS-G 18192	Mississippi Canyon 110
32.	OCS-G 19843	West Delta 121
33.	OCS-G 25524	Galveston 210

Additionally, please file the Recorded Documents in the records maintained for each of the OCS right-of-ways listed below:



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Ref.	OCS Number	Area/Block
1.	OCS-G 05150	High Island Area
2.	OCS-G 9319	South Timbalier Area

If you have any questions or concerns regarding this request, please contact the undersigned at (832) 255-6013 and your questions or concerns will be addressed immediately. Thank you kindly for your assistance in this matter and please do not hesitate to contact the undersigned if there is any need.

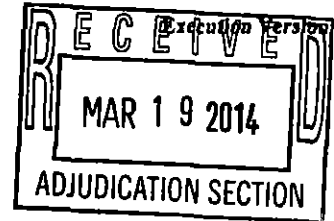
Very truly yours,



Sandy G. Hoy

SGH/jmr

Enclosures



**Assignment, Conveyance and Bill of Sale**

**THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE** (this "**Assignment**"), is made and entered this 13th day of March 2014, but is effective as of March 1, 2014, at 7:00 a.m. Central Daylight Time (the "**Effective Time**"), from Black Elk Energy Offshore Operations, LLC, a Texas limited liability company (the "**Assignor**"), whose address is 11451 Katy Freeway, Suite 500, Houston, Texas 77079 in favor of SandRidge Energy Offshore, LLC, a Delaware limited liability company (the "**Assignee**"), whose address is 2000 W. Sam Houston Parkway South, Suite 1200, Houston, Texas 77042.

**WITNESSETH:**

This Assignment is made pursuant to the terms of that certain Purchase and Sale Agreement dated as of March 13, 2014, by and among Assignor and Assignee (the "**Purchase and Sale Agreement**"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase and Sale Agreement.

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign, and convey to Assignees, all of Assignor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following (less and except the Excluded Assets, as such term is defined below) (collectively, the "**Assets**");

(a) All of (i) the oil and gas leases; subleases and other leaseholds; net profits interests; carried interests; farmout rights; options; contractual rights and other properties and interests described on **Exhibit A** (collectively, the "**Leases**"), and all other mineral rights or interests in or affecting the Leases, even if not described or referenced on Exhibit A, together with each and every kind and character of right, title, claim, and interest that Assignor has in and to the lands covered by the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (the "**Lands**");

(b) All oil, gas, water, disposal or injection wells shown on **Exhibit A-1** whether producing, shut-in, temporarily abandoned, or permanently abandoned, and any other oil, gas, water, disposal or injections wells located on or associated with the Lands, even if not shown on **Exhibit A-1**, whether producing, shut-in, temporarily abandoned, or permanently abandoned (collectively, the "**Wells**");

(c) All pools and units shown on **Exhibit A-1** (even to the extent not located on the Lands or including any of Wells), and all pools and units which include any Lands or all or a part of any Leases or include any Wells, even if not shown on **Exhibit A-1** (the "**Units**"; the Units, together with the Leases, Lands and Wells, being hereinafter referred to as the "**Properties**"), and including all interest of Assignor derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

(d) All contracts, agreements and instruments by which the Properties, Equipment, Pipelines, Records, and Included Geologic Data (collectively the "**Subject Properties**") are bound, or that relate to or are otherwise applicable to the Subject Properties, only to the extent such contracts are valid and existing and applicable to the Subject Properties rather than Assignor's other properties, including but not limited to, operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the Hydrocarbons produced from the Properties, including but not limited to those identified on **Exhibit A-5** (hereinafter collectively referred to as "**Contracts**"), but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.7** and provided that "**Contracts**" shall not include the instruments constituting the Leases or Easements;

(e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights and all contracts, agreements, and instruments by which they are bound (collectively the "**Easements**") appurtenant to, and used or held for use in connection with the Properties (including those identified on **Exhibit A-3**, but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.7**;

(f) All platforms, equipment, machinery, fixtures and other tangible personal property and improvements set forth on **Exhibit A-4** and all other platforms, equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used, or held for use, primarily in connection with the operation of the Properties (collectively, "**Equipment**");

(g) All flow lines, pipelines, gathering systems and appurtenances thereto set forth on **Exhibit A-2** and all flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, in connection with the operation of the Properties (collectively "**Pipelines**" and, together with the Equipment and Wells, "**Personal Property**");

(h) All Hydrocarbons produced from or attributable to the Leases, Lands, and Wells from and after the Effective Time;

(i) All Imbalances;

(j) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; environmental surveys, inspections, assessments, and reports; logs; maps; engineering data and reports; interpretive data, technical evaluations and technical outputs; and other books, records, data, files, and accounting records, in each case to the extent related to the Assets, or used or held for use in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, logs, maps, evaluations, outputs, and accounting records to the extent disclosure or transfer would result in a violation of applicable Law or is restricted by any Transfer Requirement that is not

satisfied pursuant to **Section 7.7**, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iii) attorney-client privileged communications and work product of Assignor's or any of its Affiliates' legal counsel (other than title opinions), (iv) reserve studies and evaluations, and (v) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "**Records**"); provided, however, that Assignor may retain the originals of such Records as Assignor has reasonably determined may be required for existing litigation, tax, accounting, and auditing purposes;

(k) All Geological Data specifically listed on **Schedule 1.2(k)** (collectively, "**Included Geological Data**"); and

(l) All computers, software (provided it is transferable), specialty tools, SCADA systems, peripherals, radio and telephone equipment to the extent the same are necessary to operate the property or Equipment

provided, however, that notwithstanding the foregoing, the Assets shall not include, and Assignor hereby reserves and retains, all of the Excluded Assets.

**TO HAVE AND TO HOLD** to Assignee, its successors and assigns, forever, subject to the Permitted Encumbrances, as such term is defined in the Purchase and Sale Agreement, and the other terms and provisions hereof and of the Purchase and Sale Agreement referred to below.

This Assignment is made by Assignor and accepted by Assignee subject to the following terms and conditions:

1. **Effective Time.** This Assignment shall be effective as of the Effective Time.
2. **Purchase and Sale Agreement.** This Assignment is expressly made subject to the Purchase and Sale Agreement. In the event of a conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control. Capitalized terms used and not otherwise defined herein are used with the meanings given thereto in the Purchase and Sale Agreement.
3. **Disclaimers.**

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 4 HEREOF OR IN THE PURCHASE AND SALE AGREEMENT, (i) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (ii) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ASSIGNEE'S AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES). EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 5 OF THE PURCHASE AND SALE AGREEMENT, AND WITHOUT LIMITING

THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ASSETS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMO OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (iv) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (vii) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (ix) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 HEREOF ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS (INCLUDING THOSE CONTEMPLATED IN THE LOUISIANA CIVIL CODE ARTICLES 2475, AND 2520 THROUGH 2548), FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

EXCEPT AS REPRESENTED IN ARTICLE 5 OF THE PURCHASE AND SALE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

Assignor and Assignee agree that, to the extent required by applicable Law to be effective, the disclaimers of certain representations and warranties contained in this Section 3 are "conspicuous" disclaimers for the purpose of any applicable Law.



4. **Special Warranty of Title.** This Assignment is made, executed, and delivered without warranty of title, either express or implied, even as to a return of the purchase price, except that Assignor specially warrants and agrees to defend Defensible Title, as such term is defined in the Purchase and Sale Agreement, subject to the applicable provisions of the Purchase and Sale Agreement, to the Leases, Units, and Wells shown on **Exhibits A and A-1** against the claims and demand of all Persons claiming by, through, or under Assignor or its Affiliates, but not otherwise, up to the Allocated Value thereof, but with full right of substitution and subrogation of Assignee in and to all claims Assignor has or may have against all preceding owners.

5. **Assumption by Assignee.** In addition to its other obligations under this Assignment, Assignee shall comply with all Laws, Leases, Applicable Contracts (including all joint and unit operating agreements) and prevailing industry standards relating to (i) the plugging, abandonment and/or replugging of all Wells, including inactive Wells or temporarily abandoned Wells, included in the Assets or otherwise drilled on the Lands, (ii) the dismantling or decommissioning and removal of any Personal Property and other property of whatever kind related to or associated with operations and activities conducted by whomever on the Properties, or otherwise, pursuant to the Leases or Applicable Contracts and (iii) the clean up, restoration and/or remediation of the Lands covered by the Leases or related to the Assets (collectively, the **"P&A Obligations"**). Subject to the indemnification by certain members of Assignor under Section 11.3 of the Purchase and Sale Agreement, on the Closing Date, Assignee shall assume and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of Assignor, known or unknown, with respect to the Assets, regardless of whether such obligations or liabilities arose prior to, on or after the Effective Time, including but not limited to obligations to (a) furnish makeup gas according to the terms of applicable gas sales, gathering or transportation contracts, and to satisfy all other gas balancing obligations, if any, (b) pay working interests, royalties, overriding royalties and other interests held in suspense, (c) properly plug and abandon any and all wells (including, without limitation, the Wells), including inactive wells or temporarily abandoned wells, drilled on the Properties, as required by Law, (d) replug any well, wellbore, or previously plugged well on the Properties to the extent required by Governmental Body, (e) dismantle, salvage and remove any equipment, structures, materials, platforms, flowlines, and property of whatever kind related to or associated with operations and activities conducted on the Properties, (f) clean up, restore and/or remediate the premises covered by or related to the Assets in accordance with applicable agreements and Laws, (g) pay all Property Costs (as defined in the Purchase and Sale Agreement), (h) perform all obligations applicable to or imposed on the lessee, owner, or operator under the Leases or Contracts, or as required by applicable Laws, and (i) otherwise perform and pay, including payment of any contribution obligations of Assignor, relating to any other P&A Obligations with respect to the Assets (all of said obligations and liabilities, subject to the exclusions below, herein being referred to as the **"Assumed Assignor Obligations"**); provided, however, that the Assumed Assignor Obligations shall not include, and Assignee shall have no obligation to assume, any obligations or liabilities of Assignor or its Affiliates set forth in the following clauses (i) through (vii) (such excluded obligations and liabilities, the **"Excluded Assignor Obligations"**). The Excluded Assignor Obligations are those obligations and liabilities of Assignor or any of its Affiliates that are:

- (i) attributable to or arise out of the Excluded Assets and do not include any obligations or liabilities owed by Purchaser prior to the execution of this Assignment with respect to any of the oil and gas properties comprising the Assets;
- (ii) attributable to or arising out of the actions, suits or proceedings, if any, applicable to periods prior to the Closing Date including those set forth on Schedule 5.7 of the Purchase and Sale Agreement.
- (iii) attributable to any and all liabilities, responsibilities and obligations relating to the matters described in Section 11.3(b) of the Purchase and Sale Agreement.
- (iv) attributable to the failure to pay or the improper payment of any production proceeds attributable to the Assets prior to the Closing Date (including, without limitation, lessor's royalties, overriding royalties and payments to working interest owners);
- (v) **attributable to damage to property owned by a third Person or for personal injury, illness or death of any Person, arising out of operations or activities pertaining to the Assets and attributable to the period prior to the Closing Date, to the extent and only to the extent that a Claim is asserted with respect to such matters within two (2) years from the Closing Date;**
- (vi) **attributable to fines and penalties (and any interest thereon) with respect to the Assets and applicable to periods prior to the (i) Effective Time with respect to applicable Properties (excluding Properties operated by Assignor or its Affiliates) and (ii) Closing Date with respect to Properties operated by Assignor or its Affiliates; or**
- (vii) **attributable to Property Costs associated with the ownership, use or operation of the Assets prior to the Effective Time.**

6. **Further Assignments** Certain of the Assets conveyed by this Assignment may require approval to transfer by a government entity, and as such may require separate assignment instruments made on officially approved forms, or forms acceptable to such government entity, (including any assignments of record title, operating rights and/or rights of ways filed with the Bureau of Ocean Energy Management and/or Bureau of Safety and Environmental Enforcement) and in sufficient multiple originals to satisfy applicable statutory and regulatory requirements. Assignor's interest conveyed by such separate assignments are the same, and not in addition to, Assignor's interest conveyed in this Assignment. In addition, it is contemplated that this Assignment will be recorded in more than one parish within the State of Louisiana and/or in more than one county within the state of Texas and the interests conveyed pursuant hereto are the same, and not in addition to, and this Assignment shall not constitute multiple transfers of such interests by virtue of the recordation of this Assignment in more than one parish or county.


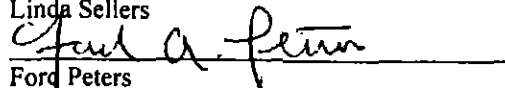
7. **Covenants Running with the Land.** The terms and provisions hereof shall be deemed to be covenants running with the Lands, Leases, and other interests covered hereby and shall extend to, bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

8. GOVERNING LAW AND VENUE. THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER SHALL BE PROPER ONLY IN HARRIS COUNTY, TEXAS, AND THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ASSIGNMENT BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

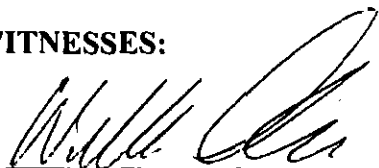
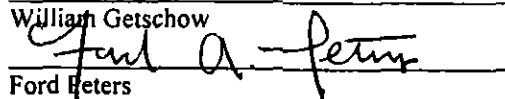
**[Signature Page Follows]**

**IN WITNESS WHEREOF**, this Assignment is executed by the duly authorized officers or representatives of the parties as of the date first hereinabove written.

**WITNESSES:**

  
Linda Sellers  
  
Ford Peters

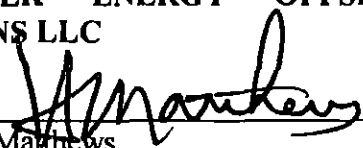
**WITNESSES:**

  
William Getschow  
  
Ford Peters

**ASSIGNOR:**

**BLACK ELK ENERGY OFFSHORE  
OPERATIONS LLC**

By:

  
J.D. Matthews  
Vice President - Land

**ASSIGNEE:**

**SANDRIDGE ENERGY OFFSHORE, LLC**

By:

  
James A. Crocker  
Land Manager & Senior Legal Advisor



**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                   §  
 COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 13<sup>th</sup> day of March, 2014, by J.D. Matthews, the Vice President - Land of Black Elk Energy Offshore Operations LLC, a Texas limited liability company, on behalf of said limited liability company.

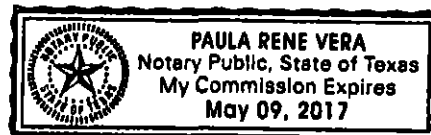
Paula Rene Vera  
 Notary Public in and for  
 The State of Texas



STATE OF TEXAS       §  
                                   §  
 COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 13<sup>th</sup> day of March, 2014, by James A. Crocker, the Land Manager & Senior Legal Advisor of SandRidge Energy Offshore, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Paula Rene Vera  
 Notary Public in and for  
 The State of Texas



**Exhibit A**

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective March 1, 2014 by and between Black Elk Energy Offshore Operations, LLC, as Assignor and SandRidge Energy Offshore, LLC, as Assignee

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
EI 53	OCS-00479	Eugene Island 53	December 1, 1954	SW/4 of Block 53, Eugene Island Area, LIMITED TO all rights from the surface to a depth of 12,582 feet subsea, or the stratigraphic equivalent thereof, as seen in the Induction-SFL log for the OCS 0479 #7 Well.	Operating Rights
EI 108	OCS-G15241	Eugene Island 107	Terminated Lease	All of Block 107, Eugene Island Area.	Record Title
EI 108	OCS-G03811	Eugene Island 108	June 1, 1978	S/2 SE/4 of Block 108, Eugene Island Area.	Record Title
EI 108	OCS-G15242	Eugene Island 118	July 1, 1995	N/2 N/2 NW/4 of Block 118, Eugene Island Area.	Record Title
EI 175	OCS-00438	Eugene Island 175	December 1, 1954	All of Block 175, Eugene Island Area.	Record Title
GA 210	OCS-G25524	Galveston 210	December 1, 2003	All of Block 210, Galveston Area.	Record Title
GI 116	OCS-G13943	Grand Isle 110	August 1, 1993	All of Block 110, Grand Isle Area, South Addition.	Record Title
				All of Block 110, Grand Isle Area, South Addition, INsofar AND ONLY INsofar as it covers depths from 13,000' subsea down to and including 50,000' subsea.	Operating Rights
GI 116	OCS-G13944	Grand Isle 116	July 1, 1993	All of Block 116, Grand Isle Area, South Addition.	Record Title

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
HI A-376	OCS-G02750	High Island A-365	July 1, 1974	All of Block A-365, High Island Area, East Addition, South Extension	Record Title
HI A-376	OCS-G02754	High Island A-376	July 1, 1974	All of Block A-376, High Island Area, East Addition, South Extension.	Record Title
HI A-573	OCS-G02757	High Island A-382	July 1, 1974	All of Block A-382, High Island Area, East Addition, South Extension.	Record Title
HI A-573	OCS-G02393	High Island A-573	August 1, 1973	All of Block A-573, High Island Area, South Addition.	Record Title
HI A-573	OCS-G02721	High Island A-595	July 1, 1974	All of Block A-595, High Island Area, South Addition.	Record Title
HI A-573	OCS-G02722	High Island A-596	July 1, 1974	All of Block A-596, High Island Area, South Addition.	Record Title
MC 109	OCS-G18192	Mississippi Canyon 110	August 1, 1997	All of Block 110, Mississippi Canyon.	Record Title
PN 883	M-96146	North Padre Island 883-L	October 4, 1994	W/2 SE/4 of Tract 883-L West of the Three Marine League Line, Gulf of Mexico, Kennedy County, Texas originally containing approximately 949.04 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title

Execution Version

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
PN 883	M-96147	North Padre Island 883-L	October 4, 1994	NE/4 of Tract 883-L West of the Three Marine League Line, Gulf of Mexico, Kennedy County, Texas originally containing approximately 1,228.12 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title
PN 883	M-100410	North Padre Island 883-L	October 6, 1998	S/2 NW/4 of Tract 883-L, West of the Three Marine League Line, Gulf of Mexico, Kennedy County, Texas originally containing approximately 720 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title
PN 883	M-100411	North Padre Island 883-L	October 6, 1998	N/2 SW/4 of Tract 883-L, West of the Three Marine League Line, Gulf of Mexico, Kennedy County, Texas containing approximately 720 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title



Execution Version

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
PN 883	M-100412	North Padre Island 883-L	October 6, 1998	S/2 SW/4 of Tract 883-L, West of the Three Marine League Line, Gulf of Mexico, Kennedy County, Texas containing approximately 720 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title
PN 883	M-100413	North Padre Island 889-L	October 6, 1998	Western 374.7 acres in the N/2 NE/4 of Tract 889-L, West of the Three Marine League Line, Gulf of Mexico, Kenedy County, Texas originally containing approximately 688.78 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title
PN 883	M-100413	North Padre Island 889-L	October 6, 1998	314.08 acres in the NE/4 of Tract 889-L, West of the Three Marine League Line, Gulf of Mexico, Kenedy County, Texas originally containing approximately 688.78 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
PN 883	M-100414	North Padre Island 889-L	October 6, 1998	E/2 N/2 NW/4 of Tract 889-L, West of the Three Marine League Line, Gulf of Mexico, Kenedy County, Texas containing approximately 360 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title
				W/2 N/2 NW/4 of Tract 889-L, West of the Three Marine League Line, Gulf of Mexico, Kenedy County, Texas containing approximately 360 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title
PN 883	M-101898	North Padre Island 889-L	April 10, 2001	E/2 N/2 NW/4 of Tract 883-L, West of the Three Marine League Line, Gulf of Mexico, Kenedy County, Texas containing approximately 360 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
PN 883	M-101898	North Padre Island 889-L	April 10, 2001	W/2 N/2 NW/4 of Tract 883-L, West of the Three Marine League Line, Gulf of Mexico, Kenedy County, Texas containing approximately 360 acres as shown on the Official Map of the Gulf of Mexico now on file in the Texas General Land Office, Austin, Texas, limited to acreage within the North Padre Island 883L/889L Unit AND depth restricted to said Unit.	Record Title
SM 269	OCS-G14456	South Marsh Island 280	June 1, 1994	All of Block 280, South Marsh Island Area, North Addition.	Record Title
				W/2SE/4 and W/2E/2SE/4 of Block 280, South Marsh Island Area, North Addition, as to all depths from the surface to 100' below the stratigraphic equivalent between 13,814' to 13,920' TVD on the Electric Log from the Norcen Explorer, Inc. OCS-G 14456 #3 well.	ORRI
SM 269	OCS-G02600	South Marsh Island 281	April 1, 1974	W/2W/2 of Block 281, South Marsh Island Area, limited to that area certain area described in the Joint Development Agreement dated effective June 15, 2001.	Contractual Rights
ST 52	OCS-G04000	South Timbalier 53	March 1, 1979	All of Block 53, South Timbalier and Bay Marchand Areas	Record Title
VK 780	OCS-G13673	Viosca Knoll 779	Expired Lease	E/2 SE/4; E/2 NW/4 SE/4; S/2 SE/4 NE/4; SE/4 SW/4 NE/4 of Block 779, Viosca Knoll Area.	Contractual Rights (Wellbore A-5)
VK 780	OCS-G06884	Viosca Knoll 780	June 1, 1984	W/2SW/4; W/2SE/4SW/4; SW/4NE/4SW/4 of Block 780, Viosca Knoll Area.	Contractual Rights

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
VK 780	OCS-G15436	Viosca Knoll 824	Relinquished Lease	NW/4NW/4; N/2SW/4NW/4; W/2E/2NW/4 of Block 824, Viosca Knoll Area.	Contractual Rights
VR 76	OCS-G04421	Vermilion 78	November 1, 1980	All of Block 78, Vermilion Area.	Record Title
WC 66	OCS-G03251	West Cameron 34	Expired Lease	Block 34, West Cameron Area, Limited to the A-13, D-2 and the D-4 Wells.	Contractual Rights
WC 66	OCS-G02819	West Cameron 35	January 1, 1969	N/2; SW/4; N/2SE/4; SW/4SE/4 of Block 35, West Cameron Area.	Contractual Rights
WC 66	OCS-G01860	West Cameron 35, West Cameron 66	January 1, 1969	SE/4 SE/4 of Block 35, West Cameron Area and NE/4 of Block 66, West Cameron Area.	Contractual Rights
WC 66	OCS-G02825	West Cameron 65	December 1, 1974	NE/4 of Block 65, West Cameron Area, from the surface to the depth of 100' below the stratigraphic equivalent of the base of the IT Sand as present in the Continental Oil Company West Cameron Block 66 B-14 Well at a measured depth of 9,580 feet on the ISF-Sonic Log	Operating Rights
WC 66	OCS-G02826	West Cameron 66	December 1, 1974	NW/4; S/2 of Block 66, West Cameron Area.	Record Title
WC 66	OCS-G03256	West Cameron 67	Expired Lease	W/2 NW/4 of Block 67, West Cameron Area.	Operating Rights
WD 133	OCS-G19843	West Delta 121	August 1, 1998	All of Block 121, West Delta Area, South Addition.	Record Title
WD 133	OCS-G13645	West Delta 122	August 1, 1992	All of Block 122, West Delta Area, South Addition, INSOFAR AND ONLY INSOFAR AS said operating rights pertain to those intervals from the surface of the earth down to 12,000' true vertical depth.	Operating Rights



Execution Version

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
WD 133	OCS-G13645	West Delta 122	August 1, 1992	All of Block 122, West Delta Area, South Addition, INSO FAR AND ONLY INSO FAR as said operating rights pertain to those intervals from 12,000' true vertical depth down to 100' below the stratigraphic equivalent of 15,650' true vertical depth as seen in the Vastar OCS-G 13645 Well No. A-11.	Operating Rights

## Exhibit A-1

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective March 1, 2014 by and between Black Elk Energy Offshore Operations, LLC, as Assignor and SandRidge Energy Offshore, LLC, as Assignee

Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
EI 053	OCS-G 00479	EI 53-8	EI 053	0008	Apache	177094086200	0.11111111	0.09259259	0.11111111	0.09259259
EI 053	OCS-G 00479	EI 53 9	EI 053	0009	Apache	177094094000	0.11111111	0.09259259	0.11111111	0.09259259
EI 053	OCS-G 00479	EI 53-B	EI 053	B001	Apache	177094085900	0.11111111	0.09259259	0.11111111	0.09259259
EI 053	OCS-G 00479	EI 53-C	EI 053	C002	Apache	177094122600	0.11111111	0.09259259	0.11111111	0.09259259
EI 053	OCS-G 00479	EI 53-G	EI 053	G001	Apache	177094144201	0.14285713	0.09259259	0.11111111	0.09259259
EI 108	OCS-G 15241	EI 107-A	EI 107	A003	Apache	177094144800	0.25000000	0.20833333	0.25000000	0.20833333
EI 108	OCS-G 15241	EI 107-B-1	EI 107	B001	Apache	177094109000	0.24500000	0.18991670	0.24500000	0.18991670
EI 108	OCS-G 03811	EI 108 3	EI 108	0003	Apache	177094112100	0.24500000	0.18991670	0.24500000	0.18991670
EI 108	OCS-G 15242	EI 118 2	EI 118	0002	Black Elk	177094122800	0.75000000	0.62500000	0.75000000	0.62500000
EI 175	OCS-G 00438	EI 175-D	EI 175	D001	Apache	177092000603	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D002	Apache	177092005400	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D006	Apache	177094003301	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D007	Apache	177094003601	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D008	Apache	177094003900	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D009	Apache	177094005401	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D011	Apache	177094008200	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D012	Apache	177094010601	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D013	Apache	177094010800	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D014	Apache	177094012600	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D015	Apache	177094013401	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D016	Apache	177094014100	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D018	Apache	177094015500	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D019	Apache	177092008501	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D020	Apache	177094006401	0.25000000	0.20833333	0.25000000	0.20833333

Execution Version

Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
EI 175	OCS-G 00438	EI 175-D	EI 175	D021	Apache	177092012603	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-D	EI 175	D022	Apache	177094062200	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F001	Apache	177094035401	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F002	Apache	177094039601	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F003	Apache	177094039702	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F004	Apache	177094041001	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F005	Apache	177094042900	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F006	Apache	177094048302	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F007	Apache	177094048900	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-F	EI 175	F009	Apache	177094087601	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-H	EI 175	H001	Apache	177094104700	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-H	EI 175	H002	Apache	177094106700	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-H	EI 175	H003	Apache	177094110800	0.25000000	0.20833300	0.25000000	0.20833300
EI 175	OCS-G 00438	EI 175-H	EI 175	H004	Apache	177094110900	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-H	EI 175	H005	Apache	177094112000	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-I	EI 175	I002	Apache	177094107100	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-I	EI 175	I003	Apache	177094107200	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-I	EI 175	I004	Apache	177094109200	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-I	EI 175	I005	Apache	177094109300	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-J	EI 175	J001	Apache	177094122301	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-J	EI 175	J002	Apache	177094123201	0.25000000	0.20833333	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-J	EI 175	J003	Apache	177094123501	0.00000000	0.00000000	0.25000000	0.20833333
EI 175	OCS-G 00438	EI 175-J	EI 175	J004	Apache	177094128300	0.00000000	0.00000000	0.25000000	0.20833333
GA 210	OCS-G 25524	GA 210 -Cais 1	GA 210	0001	Apache	427064044300	0.33330000	0.27780000	0.33330000	0.27780000
GI 116	OCS-G 13943	GI 116-A	GI 110	A002 (AKA#1)	Apache	177184008900	0.12500000	0.09282580	0.12500000	0.09282580
GI 116	OCS-G 13943	GI 116-A	GI 110	A005	Apache	177184010402	0.12500000	0.09282580	0.12500000	0.09282580
GI 116	OCS-G 13944	GI 116-A	GI 116	A001	Apache	177184008700	0.12500000	0.09282583	0.12500000	0.09282583
GI 116	OCS-G 13944	GI 116-A	GI 116	A003D	Apache	177184009201	0.12500000	0.09282583	0.12500000	0.09282583
GI 116	OCS-G 13944	GI 116-A	GI 116	A004ST	Apache	177184009500	0.12500000	0.09282583	0.12500000	0.09282583
GI 116	OCS-G 13944	GI 116-A	GI 116	A006	Apache	177184010601	0.12500000	0.09282583	0.12500000	0.09282583

										Execution Version
Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
GI 116	OCS-G 13944	GI 116-A	GI 116	A007	Apache	177184011100	0.12500000	0.09282583	0.12500000	0.09282583
HI A376	OCS-G 02750	HI A376-A	HI A365	A001	Apache	427114052200	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A006	Apache	427114053100	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A007	Apache	427114054100	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A008	Apache	427114054800	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A010	Apache	427114055200	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A012	Apache	427114055600	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A013	Apache	427114055801	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A016	Apache	427114056700	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A020	Apache	427114057500	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A021	Apache	427114057600	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A024	Apache	427114066300	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02750	HI A376-A	HI A365	A025	Apache	427114066500	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A002	Apache	427114052601	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A003	Apache	427114052700	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A004	Apache	427114053700	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A005	Apache	427114053500	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A009	Apache	427114054400	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A011	Apache	427114055000	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A014	Apache	427114056002	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A015	Apache	427114056200	0.29920200	0.24933520	0.29920000	0.24933520



										Execution Version
Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
HI A376	OCS-G 02754	HI A376-A	HI A376	A017	Apache	427114057200	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A018	Apache	427114057300	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A019	Apache	427114057400	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-A	HI A376	A022	Apache	427114057700	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-B	HI A376	B001	Apache	427114068700	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-B	HI A376	B002	Apache	427114068900	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-B	HI A376	B003	Apache	427114078701	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-B	HI A376	B004	Apache	427114079001	0.29920200	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-C	HI A376	C001	Apache	427114088900	0.29920000	0.24933520	0.29920000	0.24933520
HI A376	OCS-G 02754	HI A376-C	HI A376	C002	Apache	427114089600	0.29920000	0.24933520	0.29920000	0.24933520
HI A573	OCS-G 02757	HI A573-A	HI A382	A001	Apache	427094007102	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A573-A	HI A382	A009	Apache	427094018600	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A573-B	HI A382	B013	Apache	427094025500	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F001	Apache	427114059401	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F002	Apache	427114059800	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F003	Apache	427114059901	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F004	Apache	427114060600	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F005	Apache	427114060900	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F006	Apache	427114061001	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F008	Apache	427114061700	0.03441000	0.02867500	0.03441000	0.02867500

Execution Version

Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
HI A573	OCS-G 02757	HI A382-F	HI A382	F010	Apache	427114062605	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F011	Apache	427114063100	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F012	Apache	427114063601	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F013	Apache	427114063800	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F014	Apache	427114063900	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F015	Apache	427114064701	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F017	Apache	427114066701	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F019	Apache	427114067100	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F020	Apache	427114067500	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02757	HI A382-F	HI A382	F021	Apache	427114067801	0.03444000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A002	Apache	427094013803	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A003	Apache	427094012901	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A004	Apache	427094015000	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A005	Apache	427094015501	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A006	Apache	427094016200	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A008	Apache	427094018000	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A010	Apache	427094020500	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A014	Apache	427094034100	0.00000000	0.00000000	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A015	Apache	427094034200	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A016	Apache	427094034300	0.03441000	0.02867500	0.03441000	0.02867500

Execution Version

Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
HI A573	OCS-G 02393	HI A573-A	HI A573	A017	Apache	427094036500	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-A	HI A573	A019	Apache	427094038001	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B001	Apache	427094012800	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B002	Apache	427094014100	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B005	Apache	427094016400	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B006	Apache	427094017000	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B007	Apache	427094017800	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B008	Apache	427094017900	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B010	Apache	427094021100	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B012	Apache	427094022700	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A573-B	HI A573	B015	Apache	427094025700	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A596-E	HI A573	E012	Apache	427094115000	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A382-F	HI A573	F007	Apache	427114061200	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A382-F	HI A573	F009	Apache	427114062000	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A382-F	HI A573	F016	Apache	427114066805	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A382-F	HI A573	F018	Apache	427114067301	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A382-F	HI A573	F022	Apache	427114068400	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02393	HI A382-F	HI A573	F023	Apache	427114069302	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02721	HI A595-D	HI A595	D001	Apache	427094055302	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02721	HI A595-D	HI A595	D005	Apache	427094092900	0.03441000	0.02867500	0.03441000	0.02867500

Execution Version

Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
HI A573	OCS-G 02721	HI A595-D	HI A595	D006	Apache	427094063203	0.03444000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02721	HI A595-D	HI A595	D010	Apache	427094070500	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02721	HI A595-D	HI A595	D012	Apache	427094077000	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02721	HI A595-D	HI A595	D017	Apache	427094083702	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02721	HI A595-D	HI A595	D018	Apache	427094093501	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02721	HI A596-E	HI A595	E011	Apache	427094114501	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A573-B	HI A596	B014	Apache	427094025800	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D007	Apache	427094064304	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D002	Apache	427094056900	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D004	Apache	427094060500	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D008	Apache	427094067001	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D009	Apache	427094068400	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D011	Apache	427094075700	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D013	Apache	427094079502	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D014	Apache	427094080100	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A595-D	HI A596	D016	Apache	427094082400	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E001	Apache	427094084604	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E002	Apache	427094085101	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E003	Apache	427094085400	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E005	Apache	427094085900	0.03441000	0.02867500	0.03441000	0.02867500

										Execution Version
Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
HI A573	OCS-G 02722	HI A596-E	HI A596	E006	Apache	427094097600	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E007	Apache	427094098200	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E008	Apache	427094112801	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E009	Apache	427094114200	0.03441000	0.02867500	0.03441000	0.02867500
HI A573	OCS-G 02722	HI A596-E	HI A596	E010	Apache	427094114402	0.03441000	0.02867500	0.03441000	0.02867500
MC 109	OCS-G 18192	MC 109-A	MC 110	0001	Apache	608174060500	0.08333400	0.06645797	0.08333400	0.06645797
MC 109	OCS-G 18192	MC 109-A	MC 110	A009	Apache	608174042501	0.08333340	0.06645797	0.08333340	0.06645797
MC 109	OCS-G 18192	MC 109-A	MC 110	A011	Apache	608174042801	0.08333340	0.06645797	0.08333340	0.06645797
MC 109	OCS-G 18192	MC 109-A	MC 110	A031	Apache	608174087900	0.08333340	0.06645797	0.08333340	0.06645797
PN 883	M-96146, et al	PN 883-A	PN 883-L	A001	Apache	427013003900	0.30000000	0.22590000	0.30000000	0.22590000
PN 883	M-96146, et al	PN 883-A	PN 883-L	A002	Apache	427013004000	0.30000000	0.22590000	0.30000000	0.22590000
PN 883	M-96146, et al	PN 883-Cais 3	PN 883-L	003	Apache	427013004200	0.30000000	0.22590000	0.30000000	0.22590000
PN 883	M-96146, et al	PN 883-Cais 4	PN 883-L	004	Apache	427013004300	0.30000000	0.22590000	0.30000000	0.22590000
SM 269	OCS-G 14456	SM 280-H	SM 280	H001	Apache	177074081801	0.50000000	0.41666670	0.50000000	0.41666670
SM 269	OCS-G 14456	SM 280-H	SM 280	H002	Apache	177074082303	0.50000000	0.41666670	0.50000000	0.41666670
SM 269	OCS-G 02600	SM 280-I Cais	SM 281	I001	Apache	177074082601	0.17661389	0.14579509	0.17661389	0.14579509
SM 269	OCS-G 02600	SM 280-I Cais	SM 281	I002	Apache	177074082701	0.17661389	0.14579509	0.17661389	0.14579509
SM 269	OCS-G 02600	SM 280-I Cais	SM 281	I003	Apache	177074082800	0.17661389	0.14579509	0.17661389	0.14579509
SM 269	OCS-G 02600	SM 280-C	SM 281	C001	Apache	177074012500	0.17661389	0.14579509	0.17661389	0.14579509
ST 052	OCS-G 04000	ST 53 -Cais 4	ST 053	0004	Black Elk	177154043100	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53 -Cais 6	ST 053	0006	Black Elk	177154083500	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A001	Black Elk	177154034400	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A002	Black Elk	177154037600	1.00000000	0.82080000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A003	Black Elk	177154038400	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A004	Black Elk	177154038500	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A005	Black Elk	177154038900	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A006	Black Elk	177154039200	0.50000000	0.40420000	0.50000000	0.40420000

Execution Version

Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
ST 052	OCS-G 04000	ST 53-A	ST 053	A007	Black Elk	177154040400	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A008	Black Elk	177154040500	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A009	Black Elk	177154041500	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A010	Black Elk	177154043500	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A011	Black Elk	177154042400	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A012	Black Elk	177154042300	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A013	Black Elk	177154044000	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A014	Black Elk	177154042900	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A015	Black Elk	177154076900	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A016	Black Elk	177154043600	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A017	Black Elk	177154061100	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A018	Black Elk	177154061200	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A019	Black Elk	177154077200	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A020	Black Elk	177154077100	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-A	ST 053	A021	Black Elk	177154111000	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-C (5) - Cais	ST 053	C001	Black Elk	177154067200	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-C (5) - Cais	ST 053	C002	Black Elk	177154107300	0.50000000	0.40420000	0.50000000	0.40420000
ST 052	OCS-G 04000	ST 53-I - WP	ST 053	I001	Black Elk	177154031200	0.50000000	0.40420000	0.50000000	0.40420000
VK 824	OCS-G 13673	VK 824	VK 779 (Specter )	A005	Apache	608164033900	0.06136360	0.04768460	0.06136360	0.04768460
VK 824	OCS-G 15436	VK 824	VK 824 (Specter )	A007	Apache	608164034800	0.08954200	0.07109160	0.06136360	0.04768460
VR 076	OCS-G 04421	VR 078-A	VR 078	A002	Apache	177054047900	0.25000000	0.20833300	0.25000000	0.20833300
VR 076	OCS-G 04421	VR 078-A	VR 078	A002	Apache	177054047901	0.40000000	0.33333333	0.25000000	0.20833300
VR 076	OCS-G 04421	VR 078-A	VR 078	A003	Apache	177054102401	0.25000000	0.20833300	0.25000000	0.20833300
WC 066	OCS-G 03251	WC 066-A	WC 034	A013	Apache	177004016600	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 03251	WC 034-D	WC 034	D002	Apache	177004038200	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 03251	WC 034-D	WC 034	D004	Apache	177004039900	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02819	CAIS 3	WC 035	003	Apache	177004093001	0.17450000	0.14190000	0.17450000	0.14190000



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Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	AP0 WI	AP0 NRI
WC 066	OCS-G 02819	WC 066-B	WC 035	B005	Apache	177004018600	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02819	WC 066-C	WC 035	C003	Apache	177004037600	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02819	WC 066-C	WC 035	C004	Apache	177004038701	0.05140000	0.04180000	0.05140000	0.04180000
WC 066	OCS-G 02819	WC 066-A	WC 035	A007	Apache	177004013500	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02819	WC 066-C	WC 035	C005	Apache	177004038701	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 01860	WC 066-A	WC 035	A012	Apache	177004015700	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 01860	WC 034-D	WC 035	D005	Apache	177004039101	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 01860	WC 034-D	WC 035	D007	Apache	177004042902	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02819	WC 066-B	WC 035	B013	Apache	177004038701	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02825	WC 066-B	WC 065	B018	Apache	177004098900	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02825	WC 066-B	WC 065	B019	Apache	177004099501	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02825	WC 066-B	WC 065	B020	Apache	177004099701	0.18750000	0.15250000	0.18750000	0.15250000
WC 066	OCS-G 01860	WC 066-A	WC 066	A001	Apache	177004011300	0.04930000	0.04010000	0.04930000	0.04010000
WC 066	OCS-G 01860	WC 066-A	WC 066	A002	Apache	177004011800	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-A	WC 066	A003	Apache	177004012400	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-A	WC 066	A004	Apache	177004012600	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-A	WC 066	A005	Apache	177004012800	0.03000000	0.02440000	0.03000000	0.02440000
WC 066	OCS-G 01860	WC 066-A	WC 066	A006	Apache	177004013200	0.05140000	0.04180000	0.05140000	0.04180000
WC 066	OCS-G 01860	WC 066-A	WC 066	A008	Apache	177004014100	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-A	WC 066	A009	Apache	177004014500	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-A	WC 066	A010	Apache	177004014700	0.14790000	0.12030000	0.14790000	0.12030000
WC 066	OCS-G 01860	WC 066-A	WC 066	A011	Apache	177004014900	0.04930000	0.04010000	0.04930000	0.04010000
WC 066	OCS-G 01860	WC 066-A	WC 066	A015	Apache	177004096100	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-A	WC 066	A016	Apache	177004096601	0.04930000	0.04010000	0.04930000	0.04010000
WC 066	OCS-G 02826	WC 066-A	WC 066	A017	Apache	177004100600	0.08520000	0.06930000	0.08520000	0.06930000
WC 066	OCS-G 02826	WC 066-B	WC 066	B002	Apache	177004017600	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02826	WC 066-B	WC 066	B003	Apache	177004017800	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 02826	WC 066-B	WC 066	B004	Apache	177004018300	0.04930000	0.04010000	0.04930000	0.04010000
WC 066	OCS-G 02826	WC 066-B	WC 066	B006	Apache	177004019100	0.14790000	0.12030000	0.14790000	0.12030000
WC 066	OCS-G 02826	WC 066-B	WC 066	B007	Apache	177004019600	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02826	WC 066-B	WC 066	B008	Apache	177004020400	0.17450000	0.14190000	0.17450000	0.14190000

Execution Version

Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
WC 066	OCS-G 02826	WC 066-B	WC 066	B009	Apache	177004020801	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02826	WC 066-B	WC 066	B010	Apache	177004021400	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 02826	WC 066-B	WC 066	B012	Apache	177004023000	0.14790000	0.12030000	0.14790000	0.12030000
WC 066	OCS-G 02826	WC 066-B	WC 066	B014	Apache	177004022001	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02826	WC 066-B	WC 066	B015	Apache	177004087600	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 02826	WC 066-B	WC 066	B016	Apache	177004097101	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 02826	WC 066-B	WC 066	B017	Apache	177004098700	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-C	WC 066	C001	Apache	177004010502	0.13400000	0.10900000	0.13400000	0.10900000
WC 066	OCS-G 01860	WC 066-C	WC 066	C002	Apache	177004036603	0.05140000	0.04180000	0.05140000	0.04180000
WC 066	OCS-G 01860	WC 066-C	WC 066	C005	Apache	177004098302	0.05140000	0.04180000	0.05140000	0.04180000
WC 066	OCS-G 02826	WC 066-E	WC 066	E001	Apache	177004034700	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 02826	WC 066-E	WC 066	E002	Apache	177004043470	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 02826	WC 066-E	WC 066	E003	Apache	177004047900	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 02826	WC 066-E	WC 066	E004	Apache	177004051500	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 02826	WC 066-E	WC 066	E006	Apache	177004087900	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 02826	WC 066-E	WC 066	E007	Apache	177004128600	0.25000000	0.20330000	0.25000000	0.20330000
WC 066	OCS-G 03256	WC 034-D	WC 067	D001	Apache	177004031600	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 03256	WC 034-D	WC 067	D006	Apache	177004040700	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 03256	WC 034-D	WC 067	D009	Apache	177004078600	0.17450000	0.14190000	0.17450000	0.14190000
WC 066	OCS-G 03256	WC 034-D	WC 067	D010	Apache	177004098501	0.33330000	0.27100000	0.33330000	0.27100000
WD 133	OCS-G 19843	WD 121-A	WD 121	A005	Apache	177204015300	0.16000000	0.12773330	0.16000000	0.12773330
WD 133	OCS-G 19843	WD 121-A	WD 121	A006	Apache	177204015400	0.16000000	0.12773330	0.16000000	0.12773330
WD 133	OCS-G 19843	WD 121-A	WD 121	A007	Apache	177204015500	0.16000000	0.12773330	0.16000000	0.12773330
WD 133	OCS-G 19843	WD 121-A	WD 121	A010	Apache	177204015800	0.16000000	0.12773330	0.16000000	0.12773330
WD 133	OCS-G 13645	WD 121-A	WD 122	A001	Apache	177204014200	0.16000000	0.11333230	0.16000000	0.11333230
WD 133	OCS-G 13645	WD 121-A	WD 122	A003ST2	Apache	177204014802	0.17391300	0.12311870	0.16000000	0.11333230
WD 133	OCS-G 13645	WD 121-A	WD 122	A004 ST1	Apache	177204015201	0.16000000	0.11333230	0.16000000	0.11333230

Execution Version										
Field	Lease	Platform	Block	Well	Operator	API	BPO WI	BPO NRI	APO WI	APO NRI
WD 133	OCS-G 13645	WD 121-A	WD 122	A008 ST01	Apache	177204015601	0.16000000	0.11333230	0.16000000	0.11333230
WD 133	OCS-G 13645	WD 121-A	WD 122	A009	Apache	177204015701	0.16000000	0.11333230	0.16000000	0.11333230
WD 133	OCS-G 13645	WD 121-A	WD 122	A011 BP1	Apache	177204016001	0.16000000	0.11333230	0.16000000	0.11333230
WD 133	OCS-G 13645	WD 121-A	WD 122	A012	Apache	177204016100	0.16000000	0.12773330	0.16000000	0.12773330

**Federal Units:**

**GI 116 Unit:** Unit No. 754398019. Unit Area- 3,515.625ac. Parts of leases OCS-G13943 and OCS-G13944, Grand Isle Area, Blocks 110 and 116.

**WD 30 Field I Sand, Reservoir A (I RA SU):** Unit No. 14-08-0001-11736. Unit Area- 385.03ac. Parts of leases OCS-00367, OCS-G01067 and OCS-G01332, West Delta Area, Block 32.

**Exhibit A-2**

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective March 1, 2014 by and between Black Elk Energy Offshore Operations, LLC, as Assignor and SandRidge Energy Offshore, LLC, as Purchaser

**Pipelines**

Segment Number	Originating Id Name	Originating Area Code	Originating Block Number	Originating Lease Number	Receiving Id Name	Receiving Area Code	Receiving Block Number	Receiving Lease Number	Approved Date	Status Code	Pipeline Size Code	Product	ROW Number
9211	B Platform	EI	53	00479	22" SSTI	EI	64	G02098	10/17/1990	ACT	6 5/8"	G/C	G12373
9839	#09	EI	53	00479	B Platform	EI	53	00479	2/12/1993	ACT	3 1/2"	BLKO	
15159	G Caisson	EI	53	00479	C Platform	EI	53	00479	8/8/2005	ACT	4"	BLKG	
15160	G Caisson	EI	53	00479	C Platform	EI	53	00479	8/8/2005	ACT	4"	BLKG	
11288	#B-1 Caisson	EI	107	G15241	#3 Caisson	EI	108	G03811	2/14/1997	OUT	3 1/2"	LIFT	
11055	#B-1 Caisson	EI	107	G15241	A Platform	EI	107	G15241	6/7/1996	ACT	2 7/8"	BLKG	
11056	A Platform	EI	107	G15241	#B-1 Caisson	EI	107	G15241	6/7/1996	ACT	3 1/2"	LIFT	
11069	A Platform	EI	107	G15241	20" SSTI	EI	118	G15242	7/12/1996	ACT	6 5/8"	G/C	G16062
11621	#B-1 Caisson	EI	107	G15241	A Platform	EI	107	G15241	11/26/1997	ACT	6 5/8"	BLKG	
11289	#3 Caisson	EI	108	G03811	#B-1 Caisson	EI	107	G15241	2/14/1997	OUT	6 5/8"	BLKG	
12067	#2 Caisson	EI	118	G15242	A Platform	EI	107	G15241	1/5/1999	ACT	6 5/8"	BLKG	
44	C Platform	EI	175	00438	12" SSTI	EI	176	00445	4/27/1973	ACT	8 5/8"	OIL	G13445
3651	B Platform	EI	175	00438	10" SSTI	EI	175	00438	9/18/1967	COMB	8 5/8"	GAS	G01687
3652	C Platform	EI	175	00438	D Platform	EI	175	00438	6/14/1972	ACT	4"	LIFT	
3653	D Platform	EI	175	00438	C Platform	EI	175	00438	6/14/1972	ACT	4"	BLKO	
3654	D Platform	EI	175	00438	C Platform	EI	175	00438	6/14/1972	ACT	4"	BLKO	
6540	F Platform	EI	175	00438	C Platform	EI	175	00438	10/4/1982	OUT	6 5/8"	BLKO	
10661	D Platform	EI	175	00438	I Platform	EI	175	00438	9/14/1995	ACT	2 7/8"	LIFT	
10662	I Platform	EI	175	00438	D Platform	EI	175	00438	9/14/1995	ACT	6 5/8"	BLKO	
11027	I Platform	EI	175	00438	C Platform	EI	175	00438	5/31/1996	ACT	6 5/8"	BLKO	
11028	H Platform	EI	175	00438	6" SSTI	EI	175	00438	5/31/1996	ACT	6 5/8"	BLKO	

Segment Number	Originating Id Name	Originating Area Code	Originating Block Number	Originating Lease Number	Receiving Id Name	Receiving Area Code	Receiving Block Number	Receiving Lease Number	Approved Date	Status Code	Pipeline Size Code	Product	ROW Number
11029	F Platform	EI	175	00438	C Platform	EI	175	00438	5/31/1996	OUT	6 5/8"	BLKO	
11030	C Platform	EI	175	00438	F Platform	EI	175	00438	5/31/1996	OUT	2 7/8"	LIFT	
11972	F Platform	EI	175	00438	J Platform	EI	175	00438	4/2/1999	OUT	2 7/8"	LIFT	
11973	J Platform	EI	175	00438	F Platform	EI	175	00438	4/2/1999	OUT	6 5/8"	BLKO	
11974	J Platform	EI	175	00438	F Platform	EI	175	00438	4/2/1999	OUT	6 5/8"	BLKO	
18615	C Platform	EI	175	00438	10" SSTI	EI	175	00438	5/9/2012	COMB	8 5/8"	GAS	
18818	B Platform	EI	175	00438	Capped End	EI	175	00438		PABN	8 5/8"	GAS	
18832	C Platform	EI	175	00438	10" SSTI	EI	175	00438		ACT	8 5/8"	GAS	
15020	#1 Caisson	GA	210	G25524	A Platform	GA	190	G20623	2/4/2005	ACT	4"	BLKG	G26803
15298	B Platform	GA	210	G25524	12" SSTI	GA	239	G09032	11/4/2005	ACT	8 5/8"	G/C	G26931
6669	A Platform	HI	A376	G02754	12" SSTI	HI	A356	G02746	7/19/1983	ACT	10 3/4"	GAS	G05238
10196	B Platform	HI	A376	G02754	A Platform	HI	A376	G02754	7/28/1994	ACT	8 5/8"	GAS	
10197	B Platform	HI	A376	G02754	A Platform	HI	A376	G02754	7/28/1994	ACT	4"	G/O	
17683	C Platform	HI	A376	G02754	A Platform	HI	A376	G02754	2/25/2009	ACT	6 5/8"	OIL	
17685	A Platform	HI	A376	G02754	C Platform	HI	A376	G02754	2/25/2009	ACT	4"	LIFT	
7890	F Platform	HI	A382	G02757	B Platform	HI	A573	G02393	8/25/1986	ACT	10 3/4"	GAS	
8256	F Platform	HI	A382	G02757	CF Platform	HI	A595	G02721	1/20/1988	ACT	10 3/4"	BLKO	
4886	08 SSTI	HI	A546	G32773	A Platform	HI	A474	G02366	02/24/1978	ACT	10	Oil	G05150
4883	08 SSTI	HI	A547	G02705	10 SSTI	HI	A546	G32773	02/24/1978	ACT	10 3/4"	Oil	G05150
4850	A Platform	HI	A573	G02393	B Platform	HI	A573	G02393	12/22/1977	ACT	10 3/4"	BLKG	
4851	A Platform	HI	A573	G02393	B Platform	HI	A573	G02393	12/22/1977	ACT	6 5/8"	BLKG	
6504	D Platform	HI	A595	G02721	B Platform	HI	A573	G02393	7/14/1982	ACT	8 5/8"	OIL	G28525
7592	E Platform	HI	A596	G02722	CF Platform	HI	A595	G02721	7/9/1985	PABN	8 5/8"	BLKO	
7593	E Platform	HI	A596	G02722	CF Platform	HI	A595	G02721	7/9/1985	PABN	10 3/4"	BLKO	
13642	H Platform	SM	280	G14456	A Platform	SM	268	G02310	2/6/2002	ACT	10 3/4"	BLKG	
13771	I Platform	SM	280	G14456	C Platform	SM	281	G02600	6/14/2002	ACT	6 5/8"	BLKG	
13772	Well I-2	SM	280	G14456	C Platform	SM	281	G02600	6/13/2002	OUT	6 5/8"	BLKG	
13772	Well I-3	SM	280	G14456	C Platform	SM	281	G02600	6/13/2002	ACT	6 5/8"	BLKG	
5890	A Platform	ST	53	G04000	A Platform	ST	52	G01241	9/23/1988	ACT	6 5/8"	OIL	G09319

Execution Version

Segment Number	Originating Id Name	Originating Area Code	Originating Block Number	Originating Lease Number	Receiving Id Name	Receiving Area Code	Receiving Block Number	Receiving Lease Number	Approved Date	Status Code	Pipeline Size Code	Product	ROW Number
6260	I Platform	ST	53	G04000	A Platform	ST	53	G04000	10/6/1981	OUT	6 5/8"	BLKG	
8148	#05 (C) Caisson	ST	53	G04000	A-Aux Platform	ST	53	G04000	9/18/1987	OUT	4"	BLKO	
9837	A Platform	ST	53	G04000	#05 (C) Caisson	ST	53	G04000	2/9/1993	OUT	4"	LIFT	
5343	Platform D	WC	35	G01860	SSTI	WC	34	Unleased	5/14/1979	ACT	8 5/8"	G/O	G28659
11073	#03 Caisson	WC	35	G02819	A Platform	WC	66	G02826	7/3/1996	OUT	6 5/8"	BLKG	
14459	JA-Aux Platform	WC	65	G02825	B Platform	WC	66	G02826	12/2/2003	ACT	3 1/2"	LIFT	
3986	A Platform	WC	66	G01860	F/S Boundary	WC	31	Unleased	5/7/1976	ACT	10 1/4"	G/O	G03345
4019	B Platform	WC	66	G02826	10" SSTI	WC	66	G02826	9/20/1976	ACT	8 5/8"	G/O	
5337	C Platform	WC	66	G02826	08" SSTI	WC	66	G02826	5/10/1979	ACT	6 5/8"	G/O	
14358	C Platform	WC	66	G01860	6" SSTI	WC	66	G01860	10/6/2003	ACT	6 5/8"	GAS	
14359	A Platform	WC	66	G01860	8" SSTI	WC	66	G02826	9/19/2003	ACT	6 5/8"	GAS	
14360	B Platform	WC	66	G02826	JA-Aux Platform	WC	65	G02825	12/2/2003	ACT	8 5/8"	GAS	
14460	2" SSTI	WC	66	G01860	C Platform	WC	66	G01860	10/6/2003	ACT	2 7/8"	LIFT	
14461	3" SSTI	WC	66	G02826	A Platform	WC	66	G01860	11/3/2003	ACT	2 7/8"	LIFT	
14559	F Platform	WC	66	G02826	D Platform	WC	71	00244	2/18/2004	ACT	6 5/8"	BLKG	
16088	A Platform	WD	122	G13645	E Platform	WD	165	00842	5/21/2007	ACT	6 5/8"	GAS	
16089	A Platform	WD	122	G13645	E Platform	WD	165	00842	5/21/2007	ACT	3 1/2"	OIL	
End Segment	F/S Boundary	WC	31	Unleased	Cameron Parish (Sec.10/15, T15S-R7W)					ACT	10 1/4"	OIL	LA State ROW 1625
End Segment	F/S Boundary	WC	31	Unleased	Cameron Parish-Mermentau River (T15S-R7W)					ACT	10 1/4"	OIL	LA State ROW 1626



**Exhibit A-3**

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective March 1, 2014 by and between Black Elk Energy Offshore Operations, LLC, as Assignor and SandRidge Energy Offshore, LLC, as Assignee

**Easements**

**OCS-G 09319**, Segment No. 5890; a 200-foot wide right-of-way to operate and maintain an existing 06-5/8-inch pipeline, 2.29 miles in length, to transport oil from Block 53 A Platform, South Timbalier Area to Block 52 A Platform, South Timbalier Area.

**OCS-G 05150**, Segment No. 4883, being a right-of-way, 200 feet in width and 15,734 feet in length for a 10 3/4 inch pipeline to transport crude oil from Block 547 08 SSTI to Block 546 10 SSTI, all in the High Island Offshore Texas.

**OCS-G 05150**, Segment No. 4886, being a right-of-way, 200 feet in width and 108,610 feet in length, for a 10 3/4 inch pipeline to transport crude oil from High Island Block A546 10 SSTI to High Island Block A474 Platform A, all in the High Island Offshore, Texas.

## Exhibit A-4

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective March 1, 2014 by and between Black Elk Energy Offshore Operations, LLC, as Assignor and SandRidge Energy Offshore, LLC, as Assignee

AREA/BLOCK	LEASE NO.	PLATFORM NAME	PLATFORM ID	OPERATOR	TYPE	WATER DEPTH	DECKS	SLOTS
Eugene Island 53	OCS-00479	#8 Caisson	23939-1	Apache Shelf, Inc.	Caisson	18	2	1
Eugene Island 53	OCS-00479	#9 Caisson	23939-2	Apache Shelf, Inc.	Caisson	18	2	1
Eugene Island 53	OCS-00479	B Platform	23906-1	Apache Shelf, Inc.	Fixed	22	2	1
Eugene Island 53	OCS-00479	C Platform	228-1	Apache Shelf, Inc.	Fixed	22	2	4
Eugene Island 53	OCS-00479	G Caisson	1702-1	Apache Shelf, Inc.	Caisson	19	3	1
Eugene Island 107	OCS-G 15241	A Platform	22447-1	Apache Corporation	Fixed	31	2	0
Eugene Island 107	OCS-G 15241	A-3 Platform	22447-2	Apache Corporation		31		0
Eugene Island 107	OCS-G 15241	B-1 Caisson	80005-1	Apache Corporation	Caisson	35	1	1
Eugene Island 108	OCS-G 03811	#3 Caisson	80012-1	Apache Corporation	Caisson	31	3	1
Eugene Island 118	OCS-G 15242	#2 Caisson	354-1	Black Elk Energy Offshore Operations, LLC	Caisson	38	3	1
Eugene Island 175	OCS-00438	B Platform	20330-1	Apache Corporation	Fixed	85	2	9
Eugene Island 175	OCS-00438	C-PRD Platform	20330-2	Apache Corporation	Fixed	85	2	0
Eugene Island 175	OCS-00438	D Platform	20324-1	Apache Corporation	Fixed	83	2	19
Eugene Island 175	OCS-00438	F Platform	22313-1	Apache Corporation	Fixed	83	2	9
Eugene Island 175	OCS-00438	H Platform	26105-1	Apache Corporation	Caisson	75	2	5
Eugene Island 175	OCS-00438	I Platform	26136-1	Apache Corporation	Caisson	75	2	5

Execution Version

AREA/BLOCK	LEASE NO.	PLATFORM NAME	PLATFORM ID	OPERATOR	TYPE	WATER DEPTH	DECKS	SLOTS
Eugene Island 175	OCS-00438	J Platform	252-1	Apache Corporation	Caisson	87	3	9
Galveston 210	OCS-G 25524	#1 Caisson	1620-1	Apache Shelf, Inc.	Caisson	60	1	2
Grand Isle 116	OCS-G13944	A Platform (Hickory)	686-1	Apache Corporation	Fixed	326	4	8
High Island A-376	OCS-G02754	A Platform	10175-1	Apache Corporation	Fixed	328	2	24
High Island A-376	OCS-G02754	B Platform	10597-1	Apache Corporation	Fixed	341	2	12
High Island A-376	OCS-G02754	C Platform	2245-1	Apache Corporation	Fixed	332	3	4
High Island A-382	OCS-G02757	F Platform	10300-1	Apache Corporation	Fixed	345	2	24
High Island A-573	OCS-G02393	A Platform	10058-1	Apache Corporation	Fixed	327	2	18
High Island A-573	OCS-G02393	B Platform	10066-1	Apache Corporation	Fixed	336	3	18
High Island A-595	OCS-G02721	CF Platform	10140-2	Apache Corporation	Fixed	395	4	0
High Island A-595	OCS-G02721	D Platform	10140-1	Apache Corporation	Fixed	395	2	18
High Island A-596	OCS-G02722	E Platform	10265-1	Apache Corporation	Fixed	348	2	24
North Padre Island 883L	M-100412	A Platform		Apache Shelf, Inc.	Fixed			2
South Marsh Island	OCS-	H Platform	952-1	Apache Corporation	Fixed	42	3	3

Execution Version

AREA/BLOCK	LEASE NO.	PLATFORM NAME	PLATFORM ID	OPERATOR	TYPE	WATER DEPTH	DECKS	SLOTS
280	G14456							
South Marsh Island 280	OCS-G14456	I Caisson	1069-1	Apache Corporation	Fixed	44	2	3
South Timbalier 53	OCS-G04000	#4 Caisson	22768-1	Black Elk Energy Offshore Operations, LLC	Caisson	62	1	1
South Timbalier 53	OCS-G04000	#6 Caisson	24184-1	Black Elk Energy Offshore Operations, LLC	Caisson	61	2	1
South Timbalier 53	OCS-G04000	A Platform	22421-1	Black Elk Energy Offshore Operations, LLC	Fixed	62	2	20
South Timbalier 53	OCS-G04000	A-Aux Platform	22421-2	Black Elk Energy Offshore Operations, LLC	Fixed	62	2	0
South Timbalier 53	OCS-G04000	C (5) Caisson	23534-1	Black Elk Energy Offshore Operations, LLC	Caisson	62	1	2
South Timbalier 53	OCS-G04000	I Platform	22512-1	Black Elk Energy Offshore Operations, LLC	Fixed	56	2	1
Vermilion 78	OCS-G04421	A Platform	23674-1	Apache Corporation	Fixed	38	2	3
West Cameron 34	OCS-G03251	D Platform	22182-1	Apache Corporation	Fixed	32	3	8
West Cameron 35	OCS-G02819	#3 Caisson	29044-1	Apache Corporation	Caisson	29	1	1
West Cameron 66	OCS-G02826	#31 Caisson	1478-1	Apache Corporation	Caisson	37	2	1
West Cameron 66	OCS-G01860	A Platform	21755-1	Apache Corporation	Fixed	31	1	26
West Cameron 66	OCS-G02826	B Platform	21997-1	Apache Corporation	Fixed	31	3	19
West Cameron 66	OCS-G01860	C Platform	22285-1	Apache Corporation	Fixed	31	3	4

Execution Version

AREA/BLOCK	LEASE NO.	PLATFORM NAME	PLATFORM ID	OPERATOR	TYPE	WATER DEPTH	DECKS	SLOTS
West Cameron 66	OCS-G02826	E Platform	22286-1	Apache Corporation	Fixed	36	3	8
West Delta 122	OCS-G13645	A Platform	410-1	Apache Corporation	Fixed	269	4	12

**Exhibit A-5**

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective March 1, 2014 by and between Black Elk Energy Offshore Operations, LLC, as Assignor and SandRidge Energy Offshore, LLC, as Assignee

**Contracts**

<b>BLOCK</b>	<b>CONTRACT DESCRIPTION</b>
EUGENE ISLAND 53	OPERATING AGREEMENT DATED JUNE 1, 1990, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY AND SANDEFER OFFSHORE COMPANY COVERING OCS-G 479, BLOCK 53, EUGENE ISLAND.
EUGENE ISLAND 53	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
EUGENE ISLAND 53	PRODUCTION PROCESSING AND HANDLING AND OPERATING AGREEMENT DATED MAY 27, 1997, BY AND BETWEEN FOREST OIL CORPORATION AND EUGENE ISLAND 53B PLATFORM OWNERS.
EUGENE ISLAND 53	LIKE KIND EXCHANGE AGREEMENT DATED AUGUST 5, 1998, BY AND BETWEEN TAURUS EXPLORATION USA, INC, AND EEX CORPORATION.
EUGENE ISLAND 53	ASSIGNMENT OF THE PROPORTIONAL OWNERSHIP OF THE CALUMET GAS PROCESSING PLANT PURSUANT TO THE C & O AGREEMENT DATED JANUARY 1, 1970 BETWEEN THE CALUMET PLANT OWNERS
EUGENE ISLAND 107, 108, 117, 118	PROCESSING LETTER AGREEMENT DATED JULY 25, 1996, BY AND BETWEEN NORCEN EXPLORER, INC, AND ENSERCH EXPLORATION, INC, ET AL.



EUGENE ISLAND 107, 108, 117, 118	OFFSHORE OPERATING AGREEMENT EFFECTIVE JULY 1, 1995, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, DALEN RESOURCES OIL & GAS CO AND GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA COVERING PORTIONS OF BLOCK 117 AND 118, EUGENE ISLAND, AS AMENDED TO EXCLUDE JOINT DEVELOPMENT ACREAGE.
EUGENE ISLAND 107, 108, 117, 118	JOINT DEVELOPMENT AREA AGREEMENT DATED MARCH 7, 1996, BY AND BETWEEN LOUISIANA LAND AND EXPLORATION COMPANY AND ENSERCH EXPLORATION, INC, ET AL COVERING PORTIONS OF BLOCKS 107, 108, 118 AND 117, EUGENE ISLAND.
EUGENE ISLAND 107, 108, 117, 118	OFFSHORE DEVELOPMENT AREA OPERATING AGREEMENT DATED FEBRUARY 23, 1996, BY AND BETWEEN NORCEN EXPLORER, INC, AS OPERATOR, AND GLOBAL NATURAL RESOURCES OF NEVADA ET AL, AS NON-OPERATOR, COVERING PORTIONS OF BLOCKS 107, 108, 118 AND 117, EUGENE ISLAND.
EUGENE ISLAND 107, 108, 117, 118	PRODUCTION HANDLING AGREEMENT DATED NOVEMBER 1, 2000, BY AND BETWEEN RME PETROLEUM COMPANY ET AL, PROCESSOR, AND RME PETROLEUM COMPANY ET AL, PRODUCER.
EUGENE ISLAND 175	OFFSHORE OPERATING AGREEMENT EFFECTIVE NOVEMBER 1, 1995, BY AND BETWEEN VASTAR RESOURCES, INC, AND MERIDIAN OIL OFFSHORE INC, AS AMENDED.
EUGENE ISLAND 175	AGREEMENT AND AMENDMENT TO JOA DATED JUNE 7, 2004, BY AND BETWEEN APACHE CORPORATION AND OFFSHORE ENERGY I LLC.
GALVESTON 210	GAS PURCHASE LETTER AGREEMENT DATED MARCH 3, 2009, BY AND BETWEEN MARINER AND MERIT ENERGY.
GALVESTON 210	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
GALVESTON 210	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
GALVESTON 210	OFFSHORE OPERATING AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
GALVESTON 210	PRODUCTION HANDLING AGREEMENT DATED MAY 1, 2005, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
GALVESTON 210	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.

GALVESTON 210	OFFSHORE OPERATING AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
GRAND ISLE 110,116	LETTER AGREEMENT DATED MARCH 2, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL, AND AMOCO PRODUCTION COMPANY, ET AL.
GRAND ISLE 110,116	UNIT OPERATING AGREEMENT DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC.
GRAND ISLE 110,116	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE GRAND ISLE BLOCK 116 UNIT, DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSHORE INC.
GRAND ISLE 110,116	PIPELINE TIE-IN AND GAS MEASUREMENT, CONSTRUCTION, INSTALLATION, MEASUREMENT AND MAINTENANCE AGREEMENT DATED OCTOBER 1, 1999, BY AND BETWEEN MANTA RAY OFFSHORE GATHERING COMPANY, LLC AND ANADARKO PETROLEUM CORPORATION, ET AL.
GRAND ISLE 110,116	PRODUCTION HANDLING AGREEMENT DATED JUNE 1, 2005, BY AND BETWEEN APACHE CORPORATION AND W&T OFFSHORE, INC.
GRAND ISLE 116	BAYOU BLACK TERMINALLING AGREEMENT DATED JUNE 26, 2006 BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND WFS LIQUID COMPANY.
GRAND ISLE 116	LIQUID HYDROCARBONS STABILIZATION AGREEMENT DATED FEBRUARY 1, 2009 BY AND BETWEEN ENTERPRISE FIELD SERVICES AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
GRAND ISLE 116	KOCH SUPPLY & TRADING OIL PURCHASE AGREEMENT DATED SEPTEMBER 1, 2005 BY AND BETWEEN KOCH AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
GRAND ISLE 116	ENTERPRISE GAS PROCESSING, GAS PROCESSING FRACTIONATION & PRODUCTION PURCHASE AGREEMENT NORTH TERREBONNE GAS PROCESSING PLANT DATED APRIL 1, 2008 BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND ENTERPRISE GAS PROCESSING.
GRAND ISLE 116	MANTA RAY OFFSHORE GATHERING DATED JANUARY 17, 1997, BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND MANTA RAY OFFSHORE GATHERING.
GRAND ISLE 116	PATTERSON GAS PROCESSING AGREEMENT DATED JULY 1, 2007 BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND ANR PIPELINE.
GRAND ISLE 116	MANTA RAY OFFSHORE INTERACTIVE INTERNET WEBSITE AGREEMENT DATED AUGUST 1, 2005, BY AND BETWEEN MANTA RAY PIPELINE AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
GRAND ISLE 116	CALUMET GAS PROCESSING DATED FEBRUARY 1, 2009, BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND ENTERPRISE GAS PROCESSING, LLC.
GRAND ISLE 110,116	NAUTILUS PIPELINE LIQUIDS TRANSPORTATION AGREEMENT DATED AUGUST 1, 2005, BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND NAUTILUS PIPELINE.
GRAND ISLE 110,116	NAUTILUS PIPELINE TRANSPORTATION SERVICE AGREEMENT DATED AUGUST 1, 2005, BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND NAUTILUS PIPELINE.

GRAND ISLE 110,116	NAUTILUS PIPELINE INTERACTIVE INTERNET WEBSITE AGREEMENT DATED JULY 31, 2006, BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED AND NAUTILUS PIPELINE.
GRAND ISLE 110,116	BASE CONTRACT FOR SALE & PURCHASE OF NATURAL GAS DATED JULY 31, 2006, BY AND BETWEEN SHELL ENERGY AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
HIGH ISLAND 365A	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
HIGH ISLAND 365A	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
HIGH ISLAND 365A	ASSIGNMENT OF THE GRAND CHENIER GAS PLANT SERVICES AGREEMENT DATED DECEMBER 18, 2007 BETWEEN W&T OFFSHORE AND CDM MAX, LLC
HIGH ISLAND 376A	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, COVERING BLOCK A-365 AND A-376, HIGH ISLAND AREA, AS AMENDED AND RATIFIED BY ELF AQUITAINE, INC.
HIGH ISLAND 376A	HIGH ISLAND PIPELINE SYSTEM (HIPS) OPERATING AGREEMENT DATED MARCH 21, 2002 BETWEEN OWNERS OF THE HIGH ISLAND PIPELINE SYSTEM PER EXHIBIT G OF THE OPERATING AGREEMENT. WILL BE REPLACED BY NEW OPERATING AND ADMINISTRATIVE AGREEMENT AND OWNERS AGREEMENT ONCE EXECUTED BY THE OWNERS. A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.
HIGH ISLAND 376A	PROPOSED - HIGH ISLAND PIPELINE SYSTEM (HIPS) OPERATING AND ADMINISTRATIVE MANAGEMENT AGREEMENT DATED JUNE 1, 2009, TO REPLACE AGREEMENT DATED MARCH 21, 2002 BETWEEN THE OWNERS OF HIGH ISLAND PIPELINE SYSTEMS (HIPS). A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.

HIGH ISLAND 376A	PROPOSED - HIGH ISLAND PIPELINE SYSTEM (HIPS) OWNERS AGREEMENT BETWEEN OWNERS OF HIGH ISLAND PIPELINE SYSTEM (COLLECTIVELY THE "HIPS OWNERS") DATED JUNE 1, 2009, TO REPLACE AGREEMENT DATED MARCH 21, 2002 BETWEEN THE OWNERS OF HIGH ISLAND PIPELINE SYSTEMS (HIPS). A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.
HIGH ISLAND 376A	QUESTOR LEASE SPACE AGREEMENT DATED JUNE 1, 1998 BETWEEN QUESTOR PIPELINE COMPANY, MCALISTER ENTERPRISES, INC., APACHE CORPORATION, HUNT PETROLEUM (AEC), INC, W&T OFFSHORE, INC, AND NOBLE ENERGY, INC.
HIGH ISLAND 376A	ASSIGNMENT OF THE GRAND CHENIER GAS PLANT SERVICES AGREEMENT DATED DECEMBER 18, 2007 BETWEEN W&T OFFSHORE AND CDM MAX, LLC
HIGH ISLAND 382A	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL PRODUCING TEXAS AND NEW MEXICO INC. ET AL, AS AMENDED JANUARY 1, 1989.
HIGH ISLAND 382A	GAS BALANCING AGREEMENT DATED JANUARY 4, 1979, BY AND BETWEEN MOBIL PRODUCING TEXAS AND NEW MEXICO INC. ET AL, AS AMENDED JULY 1, 1995.
HIGH ISLAND 382A	ASSIGNMENT OF THE GRAND CHENIER GAS PLANT SERVICES AGREEMENT DATED DECEMBER 18, 2007 BETWEEN W&T OFFSHORE AND CDM MAX, LLC
HIGH ISLAND 573	HIGH ISLAND PIPELINE SYSTEM (HIPS) OPERATING AGREEMENT DATED MARCH 21, 2002 BETWEEN OWNERS OF THE HIGH ISLAND PIPELINE SYSTEM PER EXHIBIT G OF THE OPERATING AGREEMENT. WILL BE REPLACED BY NEW OPERATING AND ADMINISTRATIVE AGREEMENT AND OWNERS AGREEMENT ONCE EXECUTED BY THE OWNERS. A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.
HIGH ISLAND 573	PROPOSED - HIGH ISLAND PIPELINE SYSTEM (HIPS) OPERATING AND ADMINISTRATIVE MANAGEMENT AGREEMENT DATED JUNE 1, 2009, TO REPLACE AGREEMENT DATED MARCH 21, 2002 BETWEEN THE OWNERS OF HIGH ISLAND PIPELINE SYSTEMS (HIPS). A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.

HIGH ISLAND 573	PROPOSED - HIGH ISLAND PIPELINE SYSTEM (HIPS) OWNERS AGREEMENT BETWEEN OWNERS OF HIGH ISLAND PIPELINE SYSTEM (COLLECTIVELY THE "HIPS OWNERS") DATED JUNE 1, 2009, TO REPLACE AGREEMENT DATED MARCH 21, 2002 BETWEEN THE OWNERS OF HIGH ISLAND PIPELINE SYSTEMS (HIPS). A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.
HIGH ISLAND A573, A595, A596,	ASSIGNMENT OF THE GRAND CHENIER GAS PLANT SERVICES AGREEMENT DATED DECEMBER 18, 2007 BETWEEN W&T OFFSHORE AND CDM MAX, LLC
HIGH ISLAND A595	HIGH ISLAND PIPELINE SYSTEM (HIPS) OPERATING AGREEMENT DATED MARCH 21, 2002 BETWEEN OWNERS OF THE HIGH ISLAND PIPELINE SYSTEM PER EXHIBIT G OF THE OPERATING AGREEMENT. WILL BE REPLACED BY NEW OPERATING AND ADMINISTRATIVE AGREEMENT AND OWNERS AGREEMENT ONCE EXECUTED BY THE OWNERS. A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.
HIGH ISLAND A595	PROPOSED - HIGH ISLAND PIPELINE SYSTEM (HIPS) OPERATING AND ADMINISTRATIVE MANAGEMENT AGREEMENT DATED JUNE 1, 2009, TO REPLACE AGREEMENT DATED MARCH 21, 2002 BETWEEN THE OWNERS OF HIGH ISLAND PIPELINE SYSTEMS (HIPS). A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.
HIGH ISLAND A595	PROPOSED - HIGH ISLAND PIPELINE SYSTEM (HIPS) OWNERS AGREEMENT BETWEEN OWNERS OF HIGH ISLAND PIPELINE SYSTEM (COLLECTIVELY THE "HIPS OWNERS") DATED JUNE 1, 2009, TO REPLACE AGREEMENT DATED MARCH 21, 2002 BETWEEN THE OWNERS OF HIGH ISLAND PIPELINE SYSTEMS (HIPS). A PRO RATA SHARE OF HIPS PIPELINE SEGMENT OWNERSHIP WILL BE ACQUIRED EITHER UNDER ASSIGNMENT OR JOINDER AGREEMENT.
HIGH ISLAND A595, A596	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
MISSISSIPPI CANYON 110	OPERATING AGREEMENT EFFECTIVE FEBRUARY 1, 1998, BY AND BETWEEN SHELL OFFSHORE, INC, OPERATOR. AND WESTPORT OIL & GAS COMPANY, INC, NON-OPERATOR.
MISSISSIPPI CANYON 110	PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC, AND BASIN EXPLORATION, INC.

MISSISSIPPI CANYON-110	PLATFORM ACCESS, OPERATING SERVICES AND PRODUCTION HANDLING AGREEMENT EFFECTIVE JUNE 30, 1999, BY AND BETWEEN BP EXPLORATION AND OIL INC ET AL, AMBERJACK PLATFORM OWNERS, AND SHELL OFFSHORE, INC, PRODUCERS.
NORTH PADRE ISLAND 883	EXPLORATION AGREEMENT DATED AUGUST 5, 1999 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
NORTH PADRE ISLAND 883	JOINT OPERATING AGREEMENT DATED JULY 12, 1998 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
NORTH PADRE ISLAND 883	POOLING AGREEMENT DATED DECEMBER 18, 2002, BY AND BETWEEN THE STATE OF TEXAS AND SPINNAKER EXPLORATION COMPANY, L.L.C.
SOUTH MARSH ISLAND 280	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
SOUTH MARSH ISLAND 280	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC, AND PETROBRAS AMERICA, INC.
SOUTH MARSH ISLAND 280	SPACE LEASE AND PRODUCTION HANDLING OPERATIONS AGREEMENT DATED AUGUST 14, 1995, BY AND BETWEEN NORCEN EXPLORER, INC ET AL (PLATFORM OWNERS) AND DALEN RESOURCES OIL & GAS CO.
SOUTH MARSH ISLAND 280, 281	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
SOUTH MARSH ISLAND 280, 281	ASSIGNMENT OF THE PROPORTIONAL OWNERSHIP OF THE CALUMET GAS PROCESSING PLANT PURSUANT TO THE C & O AGREEMENT DATED JANUARY 1, 1970 BETWEEN THE CALUMET PLANT OWNERS
SOUTH TIMBALIER 53	OPERATING AGREEMENT DATED MARCH 1, 1979, BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA AND MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC.
SOUTH TIMBALIER 53	AMENDMENT NO 2 TO PRODUCTION & HANDLING AGREEMENT DATED JUNE 1, 2008, BY AND BETWEEN APACHE CORPORATION AND MERIT ENERGY, ET AL.
SOUTH TIMBALIER 53	PLATFORM RENTAL AND MAINTENANCE AGREEMENT DATED JANUARY 21, 1981, BY AND BETWEEN CHEVRON U.S.A. INC. AND UNION OIL COMPANY OF CALIFORNIA.
SOUTH TIMBALIER 53	LEASE OF PLATFORM SPACE FOR COMMUNICATIONS EQUIPMENT DATED AUGUST 1, 2000, BY AND BETWEEN LINDER AND LOUISIANA GENERAL AND CDMS.



SOUTH TIMBALIER 53	PRODUCTION HANDLING AND OPERATIONS AGREEMENT DATED AUGUST 1, 1992, BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA, MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC., ARCO OIL AND GAS COMPANY AND SAMEDAN OIL CORPORATION.
SOUTH TIMBALIER 53	FACILITIES AGREEMENT MODIFICATION OF FACILITIES DATED DECEMBER 9, 1999, BY AND BETWEEN TENNESSEE GAS PIPELINE COMPANY AND UNION OIL COMPANY OF CALIFORNIA.
SOUTH TIMBALIER 53	FACILITIES AGREEMENT OFFSHORE CONNECTION AND INSTALLATION OF FACILITIES DATED DECEMBER 9, 1999, BY AND BETWEEN TENNESSEE GAS PIPELINE COMPANY AND UNION OIL COMPANY OF CALIFORNIA.
SOUTH TIMBALIER 53	NATURAL GAS PROCESSING AGREEMENT DATED APRIL 1, 2002, BY AND BETWEEN DUNHIL RESOURCES AND DYNEGY.
SOUTH TIMBALIER 53	PIPELINE CROSSINGS AGREEMENT DATED MAY 28, 1993, BY AND BETWEEN ATP AND THE HOUSTON EXPLORATION COMPANY.
VERMILION 78	JOINT OPERATING AGREEMENT DATED NOVEMBER 11, 1980, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AS OPERATOR, AND CNG PRODUCING COMPANY AND HUNT OIL COMPANY, AS NON-OPERATORS, COVERING VERMILION AREA, BLOCK 78, OCS-G 4421, OFFSHORE LOUISIANA.
VERMILION 78	ASSIGNMENT OF 100% OF W&T OWNERSHIP OF THE VERMILION 76 SEPARATION FACILITIES; NEW JOINDER AGREEMENT MAY BE REQUIRED FROM EPL, OPERATOR
VIOSCA KNOLL 779, 780, 824	DESTIN PIPELINE, TRANSPORTATION SERVICE
VIOSCA KNOLL 779, 780, 824	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL.
VIOSCA KNOLL 779, 780, 824	PRODUCTION HANDLING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE, INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
VIOSCA KNOLL 779, 780, 824	COASTAL FARMOUT OFFER DATED APRIL 3, 1998, BY AND BETWEEN COASTAL O&G CORPORATION AND ELF EXPLORATION INC., ET AL.
VIOSCA KNOLL 779, 780, 824	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES COASTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND COASTAL O&G CORPORATION.
VIOSCA KNOLL 779, 780, 824	LETTER (ELF OFFERS NIPPON PART OF THE COASTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
VIOSCA KNOLL 779, 780, 824	LETTER- ELF OFFERS ITS SHARE OF COASTAL F/O TO NIPPON DATED APRIL 9, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
VIOSCA KNOLL 779, 780, 824	LETTER- NIPPON TAKES ITS SHARE OF COASTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., COASTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.

VIOSCA KNOLL 779, 780, 824	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
VIOSCA KNOLL 779, 780, 824	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
VIOSCA KNOLL 779, 780, 824	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN COASTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
VIOSCA KNOLL 779, 780, 824	GAS GATHERING AGREEMENT DATED AUGUST 20, 1998, BY AND BETWEEN DAUPHIN ISLAND GATHERING PARTNERS AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
VIOSCA KNOLL 779, 780, 824	NIPPON WAIVER OF ADDITIONAL CAPACITY IN HANDLING FACILITY DATED AUGUST 14, 2008.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	CONVEYANCE AND OPERATING AGREEMENT FOR THE GRAND CHENIER SEPARATION FACILITIES DATED JANUARY 17, 1963, BY AND BETWEEN CONTINENTAL OIL COMPANY AND THE ATLANTIC REFINING COMPANY, ET AL.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	OWNERSHIP AND OPERATING AGREEMENT DATED OCTOBER 18, 1976, BY AND BETWEEN CONTINENTAL OIL COMPANY AND THE ATLANTIC REFINING COMPANY, ET AL.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	OWNERSHIP AND OPERATING AGREEMENT DATED OCTOBER 26, 1978, BY AND BETWEEN CONTINENTAL OIL COMPANY AND THE ATLANTIC REFINING COMPANY, ET AL.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	LETTER AGREEMENT DATED OCTOBER 26, 1978, BY AND BETWEEN CONTINENTAL OIL COMPANY AND THE ATLANTIC REFINING COMPANY, ET AL.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT TO THE OWNERSHIP AND OPERATING AGREEMENT DATED JUNE 29, 1984, BY AND BETWEEN CONOCO INC. AND GETTY OIL COMPANY, ET AL.

WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	UPDATED UNITIZED RESERVOIR OWNERSHIPS DATED JUNE 18, 1986.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	CORRECTION - PRODUCTION SHARING PROPOSAL DATED SEPTEMBER 19, 1986.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT TO THE OWNERSHIP AND OPERATING AGREEMENT DATED SEPTEMBER 17, 1975, BY AND BETWEEN CONOCO INC. AND TEXACO PRODUCING INC.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT TO THE OWNERSHIP AND OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 66, WEST CAMERON 67	OPERATING AGREEMENT DATED JANUARY 1, 1989, BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 66, WEST CAMERON 67	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.

WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	LETTER AGREEMENT DATED MARCH 28, 1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	WAIVER DATED AUGUST 24, 2004, BY CHEVRON USA INC.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 67	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
WEST CAMERON 34, WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.

WEST CAMERON 35, WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	LIMITED JOINDER DATED MARCH 28, 1979, BY CITIES SERVICE COMPANY.
WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	GAS PROCESSING AGREEMENT DATED JANUARY 25, 2001, BY AND BETWEEN VASTAR RESOURCES, INC. AND STONE ENERGY CORPORATION.
WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT TO PROCESSING AGREEMENT DATED MARCH 17, 2005, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION CO.
WEST CAMERON 65, WEST CAMERON 66, WEST CAMERON 67	AMENDMENT TO PROCESSING AGREEMENT DATED APRIL 21, 2005, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION CO.
WEST CAMERON 65, WEST CAMERON 66	COMPRESSION AGREEMENT DATED APRIL 1, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
WEST CAMERON 65, WEST CAMERON 66	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
WEST CAMERON 66	CLARIFICATION OF WORKING INTEREST BY BP AMERICA PRODUCTION COMPANY
WEST CAMERON 66	PRODUCTION HANDLING AGREEMENT DATED JANUARY 1, 2000, BY AND BETWEEN VASTAR RESOURCES, INC. AND TEXACO EXPLORATION & PRODUCTION INC.
WEST CAMERON 66	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
WEST CAMERON 66	EMAIL CORRESPONDENCE DATED SEPTEMBER 20, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
WEST DELTA 121, 122	PRODUCTION HANDLING AGREEMENT DATED MAY 1, 2007, BY AND BETWEEN APACHE CORPORATION AND APACHE CORPORATION, W&T OFFSHORE, INC., STONE ENERGY, ET AL, AS PRODUCER.
WEST DELTA 121, 122	SHELL TRADING OIL PURCHASE AGREEMENT DATED SEPTEMBER 1, 2007, BY AND BETWEEN SHELL OIL AND NIPPON OIL EXPLORATION U.S.A. LIMITED.

**Schedule 1.2(k)**

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated effective March 1, 2014 by and between Black Elk Energy Offshore Operations, LLC, as Assignor and SandRidge Energy Offshore, LLC, as Assignee

**Geological Data**

**None.**